

# **Memorandum**

City of Las Vegas  
Office of Business Development

To: Mayor Oscar B. Goodman  
Mayor Pro Tem Gary Reese  
Councilman Larry Brown  
Councilman Lawrence Weekly  
Councilman Steve Wolfson  
Councilwoman Lois Tarkanian  
Councilman Steven D. Ross

From: Scott Adams,  Director  
Office of Business Development

Date: July 18, 2006

Subject: **City Council Meeting Date of July 19, 2006 re: Item #49  
Cox Communications Las Vegas, Inc. – Agreement Modifications**

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2006 JUL 18 P 1:06

Please find attached a document outlining minor changes that will be read into the record at tomorrow's City Council Meeting concerning the Cox Communication Las Vegas, Inc. Agreement. This is item #49 on the City Council Agenda.

The majority of these six total changes to the Agreement, which are a result of Cox Communication's outside Counsel, are in the interest of cleaning up the Agreement. The only major change to the Agreement is the addition of text in Section 25 to allow Cox 180 days to remedy any breach of the Agreement based on failure of the job performance requirement of the Agreement. Basically, it will allow them six months to hire new employees or to shift services from another location in order to keep their employment number in this facility to at least 900 full time employees.

Please contact me if you have any questions at 229-2474.

## **Attachment**

cc: Doug Selby, City Manager  
Betsy Fretwell, Deputy City Manager  
Steve Houchens, Deputy City Manager  
Orlando Sanchez, Deputy City Manager  
Steve van Gorp, Redevelopment Manager  
Romeo Betea, Economic Development Manager  
City Clerk  
Chrono File (w/o att.)

**Confidential**

Submitted after final agenda

Date 7/18/06 Item #49

JULY 19, 2006 CITY COUNCIL MEETING ITEM 49, CHANGES TO BE READ INTO THE RECORD

"I would like to read the following changes into the record. With your consideration and approval, these changes will become part of the official record."

1. In the Agreement Title the corporate name shall read "COX COMMUNICATIONS LAS VEGAS, INC.,"
2. In section 24 page 14, second sentence shall begin with the addition of text to read "Notwithstanding the lien provision set forth in Section 25," and the deletion of the word "Additionally"
3. In Section 25, page 14, the second line after the word "escrow" shall read "and such violations continues for a period of one hundred and eighty (180) consecutive days following Developer's receipt of written notice thereof from the City,"
4. In Section 25, top of page 15, the second line after the word "expire" shall read "on the earlier of (i) five (5)" and in the third line after the word "escrow" shall add the text "or (ii) December 1, 2011, unless City shall have filed written notice of each violation in the real property records of Clark County, Nevada. In the event that the City shall have filed such written notice of violation in the real property records of Clark County, Nevada, such lien shall continue until each such violation identified in such recorded notice of violation shall no longer exist." Also delete the from that same sentence the remaining text that reads "five years following close of escrow if Developer has not violated any provision of this Agreement, otherwise remaining in full force and effect until satisfied."
5. In section 30, page 30, the address box shall be amended to read  
Cox Communications Las Vegas, Inc.  
6205 Peachtree Dunwoody Road  
Atlanta, Georgia 30328  
(678) 645-0658  
Attention: Jeannie Cave  
With a copy to:  
Dow Lohnes PLLC  
Six Concourse Parkway, Suite 1800  
Atlanta, Georgia 30328  
(770) 901-8800  
Attention: David L. Lester, Esq.
6. In Exhibit D, line 8, after the words "following the" shall add the text "earlier of (i) the" and in line 9 after the word "Developer" shall read "or (ii) December 1, 2011"